

THIRD AMENDMENT TO THE AGREEMENT

This Third Amendment to the Agreement (this "Amendment") is made and entered into by and between Extreme Enterprises of Marion County, Inc., whose address is 2350 NE 40th St., Ocala, FL 34479; possessing FEIN 20-0079563, (hereinafter referred to as "Contractor") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL 34471, (herein after referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Contractor, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and Contractor (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. In accordance with Project 18BE-002, this Amendment shall be deemed to amend and become part of the agreement between the Parties comprised of that certain contract approved by the Board of County Commissioners on September 19, 2017 (the "Original Contract") as amended by the First Amendment approved by the Board of County Commissioners on November 20, 2018 (the "First Amendment") and amended by the Second Amendment approved by the Board of County Commissioners on January 21, 2020 (the "Second Amendment"), collectively the "Agreement." All provisions of the Agreement specifically not amended herein shall remain in full force and effect.
2. This Amendment deletes Section "6" of the Original Contract and replaces it with the following:
 - A. COUNTY shall make payment to the CONTRACTOR under COUNTY's established procedure in accordance with the Fee Schedule, Exhibit B to the Original Contract for the Scope of Work as modified in the Agreement.
 - B. In addition to the compensation identified above, this Amendment provides for a pricing adjustment for fuel escalation. CONTRACTOR shall bill COUNTY a base monthly amount of \$4,473.68 for all cuts under the contract per the Basis for Change in Fuel Calculation, Exhibit 1, hereto. CONTRACTOR will provide backup to Facilities showing the regular gasoline purchases for the month and the diesel purchases for the month. These receipts will be used to calculate the average regular gasoline and the diesel gasoline amounts for the month per the Basis for Change in Fuel Calculations, Exhibit 1, hereto. Once the average price is determined, the amount will be rounded to the next highest \$0.50 mark. That price will be used to determine the percentage increase to be added to the invoice for the month. The invoice will show the base amount of \$4,473.68 plus a line item for the regular gasoline percentage increase amount for the month plus a line item for the diesel percentage increase for the month.
3. This Amendment adds the following sentence to Section 4 of the First Amendment:
This section shall survive termination of the Agreement.
4. This Amendment deletes Section "5" of the First Amendment and replaces it with the following:
 - **Scrutinized Companies, pursuant to Section 287.135, F.S.**
 - A. **Certification.**
 1. If the Agreement is for One Million Dollars or more, Contractor certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, Contractor was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
 2. If the Agreement is for any amount, Contractor certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, Contractor was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and Contractor meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
2. Contractor is found to have:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

OR

3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. Contractor is found to have:
 - a. Met either prohibition set forth in Section "5(B)(2)" above or
 - b. Been engaged in business operations in Cuba or Syria.

OR

5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. Contractor is found to have:
 - a. Met any prohibition set forth in Section "5(B)(4)" above or
 - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

OR

7. Was entered into or renewed on or after July 1, 2018, and
8. Contractor is found to have met any prohibition set forth in Section "5(B)(4)" above.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

4. This Amendment adds a new Section "26" to the Original Contract as follows:

Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires Contractor to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits Contractor from entering into this Agreement unless it is in compliance therewith. Information provided by Contractor is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, Contractor has agreed to perform in accordance with the requirements of this subsection and agrees:

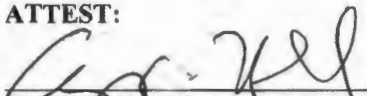
- a. It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b. COUNTY shall immediately terminate Contractor if COUNTY has a good faith belief that Contractor has knowingly violated Section 448.09(1), F.S., that is, that Contractor knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c. If Contractor enters into an Agreement with a subcontractor, Contractor shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d. Contractor shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.

- e. Contractor shall immediately terminate the subcontractor if Contractor has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
 - f. If COUNTY has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.095, F.S., but that Contractor has otherwise complied, COUNTY shall promptly order Contractor to terminate the subcontractor. Contractor agrees that upon such an order, Contractor shall immediately terminate the subcontractor. Contractor agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate Contractor.
 - g. If COUNTY terminates this Agreement with Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date of termination.
 - h. Contractor is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
 - i. Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
 - j. Contractor shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
 - k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.
5. This Amendment deletes Section "23" of the Original Contract and replaces it with the following:
- Contractor Conduct.** These Guidelines govern Contractor doing work on COUNTY property, as well as Contractor's employees, agents, consultants, and others on COUNTY property in connection with the Contractor's work or at the Contractor's express or implied invitation.
- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that Contractor and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
 - **Language and Behavior:** Contractor and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
 - **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by Contractor or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
 - **Smoking:** Contractor and its employees are not permitted to smoke in or near any COUNTY buildings.
 - **Fraternalization:** Contractor and its employees may not fraternize or socialize with COUNTY staff.
 - **Appearance:** Contractor and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- Contractor is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, Contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of Contractor's contracts with COUNTY.
7. **Notices.** The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery.

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: jmextreme@yahoo.com. Designation signifies FIRM's election to accept notices solely by e-mail.

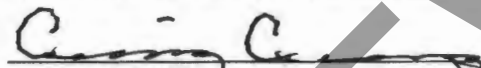
IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:



GREGORY C. HARRELL, DATE 11/15/2022
MARION COUNTY CLERK OF COURT


MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA



CRAIG CURRY, DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

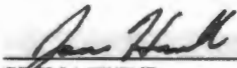
BCC APPROVED: November 15, 2022
18BE-002-CA-03 Non-Recreational Mowing

For: 

MATTHEW G. MINTER, DATE 12/16/2022
MARION COUNTY ATTORNEY


WITNESS:

EXTREME ENTERPRISES OF MARION COUNTY, INC.



SIGNATURE
Jason Harrell

PRINTED NAME




BY: DATE
John Milligan 12-13-2022

PRINTED:
President

ITS: (TITLE)

WITNESS:



SIGNATURE
Robert Milligan

PRINTED NAME

EXHIBIT 1
18BE-002-CA-03

Basis for Change in Fuel Calculations

Regular gallons per mow	\$ Per Gal	Total \$	% Increase	Cost Adjustment	Per Cut Cost (38)
164	\$ 2.00	328.00	2.25%	100.66	\$ 4,574.34
164	\$ 2.50	410.00	3.25%	145.39	\$ 4,619.08
164	\$ 3.00	492.00	3.75%	167.76	\$ 4,641.45
164	\$ 3.50	574.00	4.25%	190.13	\$ 4,663.82
164	\$ 4.00	656.00	4.75%	212.50	\$ 4,686.18
164	\$ 4.50	738.00	5.25%	234.87	\$ 4,708.55
164	\$ 5.00	820.00	5.75%	257.24	\$ 4,730.92
164	\$ 5.50	902.00	6.25%	279.61	\$ 4,753.29
164	\$ 6.00	984.00			
164	\$ 6.50	1,066.00			
164	\$ 7.00	1,148.00			
164	\$ 7.50	1,230.00			
164	\$ 8.00	1,312.00			

Diesel gallons per mow	\$ Per Gal	Total \$	% Increase	Cost Adjustment	Per Cut Cost (38)
75	\$ 3.00	225.00	2.25%	100.66	\$ 4,574.34
75	\$ 3.50	262.50	3.25%	145.39	\$ 4,619.08
75	\$ 4.00	300.00	3.75%	167.76	\$ 4,641.45
75	\$ 4.50	337.50	4.25%	190.13	\$ 4,663.82
75	\$ 5.00	375.00	4.75%	212.50	\$ 4,686.18
75	\$ 5.50	412.50	5.25%	234.87	\$ 4,708.55
75	\$ 6.00	450.00	5.75%	257.24	\$ 4,730.92
75	\$ 6.50	487.50	6.25%	279.61	\$ 4,753.29
75	\$ 7.00	525.00			